



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Resolution Approving the Extension of an Amended Memorandum of Understanding between the City of Lodi and Local 1245 International Brotherhood of Electrical Workers (IBEW)

MEETING DATE: January 4, 2006

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt Resolution approving the extension of an amended Memorandum of Understanding (MOU) between the City of Lodi and Local 1245 International Brotherhood of Electrical Workers (IBEW).

BACKGROUND INFORMATION: The proposed resolution ratifies an amended extended MOU between the City and IBEW for a two-year period. The termination date of the MOU is extended from December 31, 2006 to December 31, 2007. Working condition provisions remain unchanged. No salary adjustment or cost of living adjustment (COLA) will be provided for a frozen 12 month term from January 1, 2006 to December 31, 2006. A COLA between 3 to 5 percent, depending upon Consumer Price Index, will be granted January 1, 2007. No other changes to pay and benefits are proposed.

The amended MOU also includes new language that binds any potential assignees of the MOU to the terms of the MOU. There is no financial impact to this provision.

The extension also reaffirms the City's commitment to implementation of a Lineperson apprentice program.

Attached is a copy of the proposed MOU. It is not ratified until approved by the City Council.

FISCAL IMPACT: No additional expenditures beyond current salary needs will be required for the remainder of Fiscal Year 2005-06. The impact of a COLA in the second half of FY 06-07 will range from \$47,900 to \$79,700. The annual average CPI for all U.S. cities for wage earners and clerical workers over the past two years has been 2.45 percent. (US Department of Labor, Bureau of Labor Statistics, CPI, all items, 1982-84=100, National or US City Average, for urban wage earners & clerical workers)

No outside expenditures will be incurred in extension of the MOU to December 31, 2007.

FUNDING AVAILABLE: Not applicable.


Ruby Paiste, Interim Finance Director


Blair King, City Manager

Attachment

APPROVED: 
Blair King, City Manager

RESOLUTION NO. 2006-10

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE EXTENSION OF AN AMENDED
MEMORANDUM OF UNDERSTANDING FOR THE
LOCAL 1245 INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the extension of an amended Memorandum of Understanding (MOU) between the City of Lodi and Local 1245 International Brotherhood of Electrical Workers for a period of two years, as shown on Exhibit A attached and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the termination date of the MOU is extended from December 31, 2006 to December 31, 2007.

Dated: January 4, 2006

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I hereby certify that Resolution No. 2006-10 was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 4, 2006, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hansen, Mounce, and
Mayor Hitchcock

NOES: COUNCIL MEMBERS – Johnson

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

IBEW



LOCAL UNION 1245

30 ORANGE TREE CIRCLE
VACAVILLE, CA 95687PERRY ZIMMERMAN, BUSINESS MANAGER
EDWARD MALLORY, PRESIDENT(707) 452-2700
FAX (707) 452-2701

P.O. BOX 2547, VACAVILLE, CA 95691

PROPOSED

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LODI

AND

LOCAL 1245

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
ELECTRICAL UTILITY UNIT

JANUARY 1, 2006 -- DECEMBER 31, 2007

Effective January 1, 2006, and except as provided herein, the January 2003 - December 2005 Memorandum of Understanding ("MOU") between Local 1245, International Brotherhood of Electrical Workers, Electrical Utility Unit ("IBEW") and the City of Lodi ("City") shall extend for two years to December 31, 2007, and it shall continue thereafter from year to year unless either party shall give notice in writing to the other party at least sixty (60) days prior to any such anniversary date of its desire to amend or terminate same. The notice of modification or termination shall be accompanied by the proposed changes and negotiations thereof shall commence within thirty (30) days thereafter.

Salary Adjustments - No Cost of Living Adjustment (COLA) will be provided to IBEW members during the first year of this MOU. Effective January 1, 2007 IBEW members shall receive a salary adjustment of 3-5% COLA based on the CPI-W US city average index for the twelve (12) month period ending in March of 2006.

Successor Language - The City agrees to the following addition to the MOU:

Article 36.7: This Agreement shall be binding upon the successors, purchasers, conveyees, transferees, leasees, and assignees (hereinafter "successors") of the City. In consideration of the IBEW's execution of this agreement, the City promises that its operations covered by this Agreement, or any portion thereof, shall not be sold, conveyed, transferred, leased or assigned to, or consolidated, or merged with, any successor without first securing an enforceable agreement of the successor to assume the City's obligations under this agreement.

The City agrees to notify the IBEW of any proposed sale, conveyance, transfer, lease, assignment, consolidation or merger and to provide, and continue to provide any and all information about the sale, conveyance, transfer, lease, assignment, consolidation or merger, including a copy of the proposed legal document setting forth the transaction in request. Such notification and information shall be provided at the earliest time possible, but in any event, at least sixty (60) days prior to the effective date of any agreement between the City and the proposed successor.

If the City: 1) Fails to timely notify the IBEW and provide the required information; 2) Fails to allow a IBEW representative to be present at negotiations involving the transaction in question; or 3) Fails to secure an enforceable agreement of the successor to assume the City's obligations under this Agreement, the City shall be liable to the IBEW and to the bargaining unit employees covered by this Agreement for any and all damages sustained by the IBEW and the bargaining unit employees for such failure.

"Apprentice Program" - The City agrees to meet with the IBEW, and implement an apprentice program by July 1, 2007.

I.B.E.W. - LOCAL 1245
ELECTRIC UTILITY UNIT

Perry Zimmerman
Business Manager, IBEW

Date: _____

Sa Gleno
Samuel G. Gleno

Business Agent, IBEW

Date: 12/13/05

Edward Fitzpatrick

Edward Fitzpatrick
Electrical Estimator

Date: 12/13/05

David Comer

David Comer
Electrical Estimator

Date: 12/13/05

Robert Aadland

Robert Aadland
Electrician

Date: 12-13-05

James Findley
James Findley
Lineman

Date: 12.13.05

Kevin Riedinger

Kevin Riedinger
Relief Operator

Date: 12-13-05

CITY OF LODI
A MUNICIPAL CORPORATION

Blair King
Blair King
City Manager

Date: 12/15/05